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Attorneys for Defendant Dongbu Insurance Co., Ltd.

FILED
DISTRICT COURT OF GUAM
DEC 22 2005
MARY L.M. MORAN
CLERK OF COURT

IN THE DISTRICT COURT OF GUAM

9 ELSA M. SANTOS and GERARDO)
10 SANTOS,)

11 Plaintiffs,)

12 vs.)

13 DONGBU INSURANCE COMPANY,)
14 LTD.,)

15 Defendant)

CIVIL CASE NO. CIV05-00031

ANSWER OF DEFENDANT
DONGBU INSURANCE CO., LTD.

16
17 COMES NOW Defendant DONGBU INSURANCE CO., LTD. (hereinafter
18 "Defendant") and in answer to the Complaint herein admits, denies
19 and alleges as follows:

20 1. Defendants admit the allegations contained in
21 paragraphs 1, 2, 4, 5, 6, 7, and 8.

22 2. Defendant denies generally and specifically the
23 allegations contained in paragraphs 10 and 11.

24 3. Defendant lacks sufficient information and belief to
25 formulate a response to paragraph 3 and, basing its denial
26 thereon, denies generally and specifically each and every
27 allegation contained therein.
28

ORIGINAL

1 4. In response to paragraph 9, Defendant admits that Miok
2 Myn Kwak was traveling northbound exiting the parking lot area,
3 but denies generally and specifically each and every remaining
4 allegation contained in said paragraph.

5
6 **FIRST CLAIM – PERSONAL INJURIES OF ELSA M. SANTOS**

7 5. In response to paragraph 12, Defendant realleges and
8 incorporates herein by this reference its responses to paragraphs
9 1 through 11, inclusive.

10 6. Defendant denies generally and specifically each and
11 every allegation contained in paragraphs 13, 14, and 15.

12 **SECOND CLAIM – LOSS OF CONSORTIUM**

13 7. In response to paragraph 16, Defendant realleges and
14 incorporates herein by this reference its responses to paragraphs
15 1 through 11, and 13 through 15, inclusive.

16 8. Defendant denies generally and specifically each and
17 every allegation contained in paragraph 17.

18 **THIRD CLAIM – IMPUTED AND DIRECT LIABILITY**

19 9. In response to paragraph 18, Defendant realleges and
20 incorporates herein by this reference its response to paragraphs
21 1 through 11, 13 through 15, and 17, inclusive.

22 10. In response to paragraph 19, Defendant admits only that
23 the Plaintiffs are entitled to maintain a direct action against
24 Defendant but denies generally and specifically that any coverage
25 is provided under the policy for the claim herein except as
26 provided for by the terms, conditions and limitations of the
27 policy. Defendant denies generally and specifically that
28

1 Plaintiff is entitled to recover against Defendant for the full
2 limit of liability coverage therein or for any other amount.

3
4 **FIRST AFFIRMATIVE DEFENSE**

5 The Complaint fails to state a claim or claims upon which
6 relief may be granted.

7 **SECOND AFFIRMATIVE DEFENSE**

8 The accident and damages alleged in the Complaint resulted
9 solely and proximately from the negligent and careless conduct of
10 Plaintiff Elisa M. Santos and the amount of damages recoverable
11 from Defendant, if any, must be reduced in an amount commensurate
12 to the percentage of causal negligence attributable to Elsa M.
13 Santos. The negligence of Elsa M. Santos is imputable to her
14 husband, Gerardo Santos.

15 **THIRD AFFIRMATIVE DEFENSE**

16 The accident and damages alleged in the Complaint resulted
17 solely and proximately from the negligent and careless conduct of
18 Elsa M. Santos and the percentage of causal negligence
19 attributable to Elsa M. Santos was greater than, or equal to,
20 that, if any, attributable to Defendant so that her claims are
21 barred in their entirety. The causal negligence attributable to
22 Elsa M. Santos is imputable to her husband, Gerardo Santos.

23
24 **WHEREFORE,** Defendant **DONGBU INSURANCE CO., LTD.** prays judgment as
25 follows:


- 26
27 1. That Plaintiffs take nothing by their Complaint;
28 2. For cost of suit incurred herein; and

1 3. For such other and further relief as the Court may deem
2 just and proper.

3
4
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6 **BLAIR STERLING JOHNSON**
7 **MOODY MARTINEZ & LEON GUERRERO**
8 A PROFESSIONAL CORPORATION

9 DATED: DECEMBER 22, 2005

10 BY: _____

11 
12 **JEHAN'AD G. MARTINEZ**

13 *Attorneys for Defendant Dongbu Insurance Co., Ltd.*

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